

This Document Prepared By:

SAUNDRA GIBSON
US BANK, NA
17500 ROCKSIDE RD
BEDFORD, OH 44146

866-416-5320

When recorded mail to: #:6929832

First American Title 

Loss Mitigation Title Services 12070.1

P.O. Box 27670

Santa Ana, CA 92799

RE: THOMAS - PROPERTY REPORT

Tax/Parcel No.

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Original Principal Amount: \$156,165.00

FHA\VA Case No.:703 281-315601 3

Unpaid Principal Amount: \$156,594.35

Loan No: 9902000747

New Principal Amount \$171,718.49

New Money (Cap): \$15,124.14

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 29TH day of NOVEMBER, 2011, between LAKEESHA F. THOMAS AND HUSBAND, CEDRIC E. THOMAS, AS TENANTS BY THE ENTIRETY WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ("Borrower"), whose address is 2485 KINDLEWOOD DR, SOUTHAVEN, MISSISSIPPI 38671 and US BANK, NA ("Lender"), whose address is 17500 ROCKSIDE RD, BEDFORD, OH 44146 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 18, 2005 and recorded on MARCH 18, 2005 in BOOK 2178, AT PAGE(S) 368, DE SOTO COUNTY, MISSISSIPPI, and (2) the Note, in the original principal amount of U.S. \$156,165.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 2485 KINDLEWOOD DR, SOUTHAVEN, MISSISSIPPI 38671

the real property described is located in **DE SOTO COUNTY, MISSISSIPPI** and being set forth as follows:

LOT 185, SECTION E, SOUTHERN TRACE SUBDIVISION, IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 79, PAGE 15, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **DECEMBER 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$171,718.49**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$15,124.14** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.5000%**, from **DECEMBER 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$870.07**, beginning on the **1ST** day of **JANUARY, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2041** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

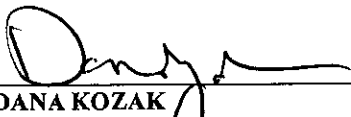
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, the Lender have executed this Agreement.

US BANK, NA

By  _____
 By **DANA KOZAK** _____ (print name)
 Assistant Vice President _____ (title) _____ Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

STATE OF Ohio
 COUNTY OF Cuyahoga

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 day of December, 20 11, within my jurisdiction, the within named **DANA KOZAK**, who acknowledged that (he) (she) is **ASSISTANT VICE PRESIDENT** of **US BANK, NA**, a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


 (NOTARY PUBLIC)

My commission expires: 10-29-2012

(Affix official seal, if applicable)



LISA M. RHODES
 Notary Public, State of Ohio
 My Commission Expires 10-29-2012

In Witness Whereof, I have executed this Agreement.

Lakeisha Thomas (Seal)
 Borrower
LAKEESHA F. THOMAS
12/10/11
 Date

Cedric E. Thomas (Seal)
 Borrower
CEDRIC E. THOMAS
12/10/11
 Date

____ (Seal)
 Borrower

____ (Seal)
 Borrower

 Date

 Date

____ (Seal)
 Borrower

____ (Seal)
 Borrower

 Date

 Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of Dec, 2011, within my jurisdiction, the within named **LAKEESHA F. THOMAS, CEDRIC E. THOMAS**, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

Kathy Krampen
 (NOTARY PUBLIC)

My commission expires: July 19, 2015

(Affix official seal, if applicable)

